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Collective Bargaining Agreements

8-19-1979

University of Illinois Board of Trustees and Service Employees International Union, Local 119 (1979)

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University of Illinois Board of Trustees and Service Employees International Union, Local 119 (1979)

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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AGREEMENT

by and between

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

and

LOCAL #119
THE SERVICE EMPLOYEES INTERNATIONAL UNION

Effective from August 19, 1979, through August 29, 1981.

This Agreement made and entered into by and between The Board of Trustees of the University of Illinois, a public corporation (hereinafter referred to as EMPLOYER), and the Service Employees International Union, Local #119 - Food Service Employees (hereinafter referred to as UNION) in behalf of certain nonacademic employees of the Employer identified in ARTICLE III hereof.

ARTICLE I

AUTHORIZATION AND PURPOSE

Section 1. Authorization.

This Agreement is authorized by Section 36d of the Illinois Statute creating the State Universities Civil Service System of Illinois (IRS, Chapter 24 1/2, Section 38 [b] [3]).

Section 2. Purpose.

- a) It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the Employer and the Union.
- b) Employer's supervisors and Union representatives are assigned a special responsibility for the faithful application of this Agreement. The Employer and the Union will each train these representatives in the terms and conditions of this Agreement and particularly in the use of the procedures provided herein and in POLICY AND RULES -

NONACADEMIC for resolving employment questions. The Employer and the Union are committed to the uninterrupted effective performance of the teaching, research, and public service function of the University.

ARTICLE II

LIMITATIONS

Section 1. Limitations.

- a) This Agreement is subject to: 1) applicable Federal and State laws as they may be amended from time to time; 2) rules and regulations of the State Universities Civil Service System of Illinois as they may be amended from time to time; 3) rules and regulations of the State Universities Retirement System as they may be amended from time to time; 4) the statutes and rules promulgated by The Board of Trustees of the University of Illinois as they exist on the effective date of this Agreement; 5) provisions of POLICY AND RULES - NONACADEMIC as they exist on the effective date of this Agreement; each of which is incorporated herein by reference.
- b) In the event of conflict among any of the foregoing and any provision of this Agreement, the former shall prevail, except where a deviation from the same is set out in express terms herein.

ARTICLE III

NEGOTIATIONS AND EXCLUSIVE RECOGNITION

Section 1. Classes Represented

The Employer recognizes the Union as the exclusive representative for a single negotiation unit consisting of employees in the following classes as defined or established by the State Universities Civil Service System of Illinois and employed by the Employer at

Urbana-Champaign, Illinois:

Kitchen Helper
Cook
Head Cook
Chef
Food Service Cashier

Kitchen Laborer
Pot Washing Machine Operator
Snack Bar Attendant

This exclusive representation is for purposes of determining appropriate ranges of compensation or rates of compensation and other conditions of employment to be recommended to the State Universities Civil Service System of Illinois.

Section 2. New Classes and Recognition.

The Employer agrees that if any new Civil Service class designations should be established for the same work presently being performed by those classes identified in Section 1 of this ARTICLE, said new classes will be treated as part of the single negotiation unit recognized by this Agreement.

Section 3. Equal Opportunity.

There will be no discrimination by either Union or Employer with respect to any applicant or candidate for employment or employee because of race, creed, color, national origin, religion, sex, or age, or handicap, or status as a disabled veteran or veteran of the Vietnam era.

Section 4. Rights of Employer.

The Union recognizes the rights of the Employer to manage its operations and to plan, direct, and control the policies and conditions of employment of its employees insofar as such policies are not inconsistent with the express provisions of this Agreement. The Employer recognizes the interests of the Union in any changes which

materially affect the working conditions of those represented by the Union, and will keep the Union informed as to such changes.

Section 5. Protected Activity.

Each employee may make his/her own personal decision with respect to the Union or other employee organization membership, without intimidation or coercion. There will be no discrimination against any employee because of Union membership or because the employee is acting as a representative of the Union or its members or other nonacademic employees pursuant to the provisions of this Agreement or of POLICY AND RULES - NONACADEMIC.

Section 6. Union Activity.

- a) The Union and its members will not solicit membership or carry on Union activity on University premises with employees of the Employer during working hours. A Union Steward, with permission of proper authorities, may leave his/her assigned work to investigate a grievance or to present matters according to POLICY AND RULES - NONACADEMIC.
- b) Upon approval by the Employer, the Union may have posted certain notices and bulletins upon bulletin boards designated by the Employer. These notices and bulletins will be on the official letterhead of the Union, being signed by an officer thereof.

Section 7. Notification of Recognition.

The Employer will notify all new personnel hired to work in the classes covered by this Agreement that the Union is the authorized negotiating representative for the employees described in this ARTICLE III.

Section 8. Stewards Recognition and Compensation of Union Representatives.

The Employer agrees to recognize Stewards appointed by the Union.

Compensation to Union representatives (if employees of the Board of Trustees of the University of Illinois) during negotiations or in processing grievances, shall be in accordance with pertinent sections of POLICY AND RULES - NONACADEMIC, Chapters V and VII.

ARTICLE IV

WAGES

Section 1. Method of Establishment of Wages.

Wages specified herein have been established in negotiations by and between the Parties. The Employer shall recommend these wages to the State Universities Civil Service System of Illinois.

Section 2. Effective Date of Wages.

Wages established in this Agreement shall become and remain effective as specified in Appendix A hereof except as otherwise provided herein.

Section 3. Wages (Overtime).

- a) Employees covered by this Agreement shall be compensated at one and one-half times the basic straight time wages for their classifications for time worked in excess of eight (8) hours per day or forty (40) hours per week. Overtime may only be performed pursuant to supervisory direction.
- b) When mutually agreeable to the Department Head and to the employee, any eligible employee may, in lieu of receiving overtime pay, be

granted compensatory time off at the rate of one and one half hours for each hour of overtime worked. An employee may not accumulate more compensatory time than twice the number of hours in his/her weekly work schedule.

- c) The Employer may require employees covered herein to work overtime. The Employer will make known to employees expected to do overtime work the probability of its becoming necessary as far in advance thereof as practicable, except in unforeseen cases or emergency which the Employer alone may define.
- d) Overtime shall be divided as equally and impartially as possible among eligible employees. It is understood that no employee is relieved from his/her obligation to work overtime if the operation requires.

Section 4. Wages (Call-back).

- a) Call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled shift. Approved time-not-worked for the employee's convenience does not break the continuance of the shift referred to in the preceding sentence.
- b) Employees who report back upon the Employer's premises at the time specified in the call-back, with no work being offered, shall be paid two (2) hours' pay at overtime or premium rate, whichever is applicable. If the employee called back actually reports upon the Employer's premises at the time specified in the call-back and performs the work assigned by the Employer, he/she shall receive a minimum of two (2) hours' pay, or be paid for actual

time worked, whichever is greater, at applicable overtime or premium rates.

ARTICLE V

BENEFITS

Section 1. Policy.

Employee benefits (e.g., Leaves of Absence, Retirement Disability, Sick Leave, Holidays, Vacation and Personal Leave, Retirement, and Interinstitutional Reciprocity) will be as set forth in POLICY AND RULES - NONACADEMIC. Benefits under the control of the Employer will not be diminished during the life of this Agreement, and improvements in such benefits will be made applicable to employees covered by this Agreement on the same date that such improvements are made applicable to other employees of the Employer.

ARTICLE VI

WORKING RULES AND CONDITIONS

Section 1. Shift, Work Day, and Work Week.

- a) The shift shall consist of eight (8) hours of work plus two (2) unpaid one half hour meal periods.
- b) The work day is a fixed and regularly recurring period of twenty-four (24) consecutive hours and begins at 12:01 a.m. each calendar day.
- c) The work week is a fixed and regularly recurring period of 168 hours - seven consecutive twenty-four (24) hour periods - and begins at 12:01 a.m. Sunday. The full time work schedule in the work week shall consist of one (1) eight (8) hour shift during each of five (5) days and shall not exceed forty (40) hours of work.

Section 2. Work Schedules.

In areas where seven-day operations are required, every effort shall be made to distribute weekends off and/or weekend days off equitably among the employees as the operation permits. Master work schedules and revisions of already posted master work scheduled shall be posted as far in advance as practicable but in no case less than (7) days, except for unexpected layoffs due to emergency conditions.

Section 3. Shift Assignments.

When shift openings and general reschedulings occur, employees' requests for shifts will be offered on a seniority basis, as long as such assignments do not interfere with smooth and efficient operation of the unit.

Section 4. Absences.

When an employee is unable to report to work, it is the responsibility of the employee to see that his or her supervisor or designated representative is notified prior to the beginning of his or her regularly scheduled shift. Failure to notify the supervisor shall automatically render the absence as an unexcused absence in accordance with POLICY AND RULES NONACADEMIC, Chapter XI, I. (I.).

Section 5. Safety.

The Employer has an expressed concern for the safety of all employees during the course of their employment. Practicing sound safety measures is strongly encouraged with the Employer and employees having joint responsibility for the implementation of practices

which provide for a more effective safety program striving for minimal injuries to the staff. Supervisors will instruct employees as to the proper safety and lifting procedures and will expect the full cooperation of all employees to assure that injuries are minimized and prevented.

Section 6. Temporary Help.

It is agreed that temporary help, as defined by Civil Service Rules, will not be used when permanent employees on layoff are available for employment.

Section 7. Required Transportation During Work Hours.

In the case of catering or other Food Service functions to be performed at places other than the employee's normal work area for periods less than the employee's normal work day, it is acknowledged to be management's responsibility to furnish transportation to and from the normal work area to the special location.

Section 8. Uniforms.

If uniforms are required by the Employer, it is agreed that the expense of furnishing, laundering, cleaning, maintaining, and replacing of such uniforms will be at the expense of the Employer.

ARTICLE VII

SERVICE AND SENIORITY

Section 1. Service and Seniority.

- a) Service and seniority are governed by rules and regulations of the State Universities Civil Service System of Illinois and by the provisions of POLICY AND RULES - NONACADEMIC.
- b) Seniority will be determined as prescribed in POLICY AND RULES - NONACADEMIC. Lesser units are applicable for the classifications

covered by this Agreement in the event of any layoff. The recognized lesser units are Housing Division, Illini Union, and McKinley Hospital.

Section 2. Rosters.

The Employer will provide copies of rosters to the Union by class and lesser units, if any, showing each employee's seniority and relative position in such rosters when these are prepared for use of and distribution to its employing departments.

ARTICLE VIII

PERIOD COVERED, STATUS DURING NEGOTIATIONS AND COMMENCEMENT OF NEGOTIATIONS

Section 1. Period Covered.

This Agreement shall become effective at the start of the first shift beginning after 12:01 a.m., August 19, 1979, and remain in full force and effect through the completion of the last shift beginning prior to 12:00 p.m., midnight, August 29, 1981, (except that on the request of either Party, negotiations may be reopened on or about June 29, 1980, for the purpose of determining recommendations for new salary and/or wage schedules, to the State Universities Civil Service System of Illinois, to be effective for the period beginning August 31, 1980). This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the other in writing at least sixty (60) days prior to its expiration date of a desire to modify or terminate it, in which event negotiations will be undertaken without undue delay.

Section 2. Status During Negotiations.

Once the notice called for in Section 1 above has been given, this Agreement shall remain in full force and effect indefinitely

throughout the negotiations until a new Agreement has been entered into; provided, however, that either Party may after the expiration date of the Agreement terminate the same by giving at least ten (10) days' written notice of its intention to so terminate.

Section 3. Commencement of Negotiations.

The Party giving notice of a desire to modify the Agreement as provided for in Section 1 above shall commence negotiations by submitting a detailed list of the modifications or changes desired. The Party receiving said notice may propose additional changes in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands

on this the 14th day of February, 19 80.

LOCAL #119, SERVICE EMPLOYEES
INTERNATIONAL UNION

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

Harold S. Miller
President

BY: Bill Brady
Comptroller

Nancy J. Immons
Vice-President

ATTEST: Calvin Foster
Secretary

Gerald B. McKell
Business Representative

APPROVED: Donald Ward 1-14-80
University Director for Personnel
Services

Thomas K. Albre
Director of Personnel Services for
the Chancellor- Urbana Campus

Paul S. Hawsey
Associate Director for Personnel
Services

APPROVED AS TO LEGAL FORM:

Thindell 2-13-80
For University Counsel

WAGE APPENDIX A
FOOD SERVICE EMPLOYEES - LOCAL #119 S.E.I.U.

FEB 17 1981

800113

X-8/79

800113

Effective Date - 08/31/80

300

SALARY SCHEDULE

Classifications:

		<u>Kitchen Helper, Snack Bar Attendant & Food Ser. Cashier</u>	<u>Kitchen Laborer & Pot Washing Machine Operator</u>	<u>Cook</u>	<u>Head Cook</u>	<u>Chef</u>
WAGE LEVEL	1	\$3.58	\$3.75	\$4.06	\$4.44	\$5.59
	2	\$3.74	\$3.92	\$4.25	\$4.60	\$5.78
	3	\$3.90	\$4.10	\$4.43	\$4.82	\$6.02
	4	\$4.05	\$4.26	\$4.61	\$5.09	\$6.31
	5	\$4.28	\$4.49	\$4.85	\$5.30	\$6.54
	6	\$4.44	\$4.67	\$5.03	\$5.52	\$6.78
	7	\$4.60	\$4.84	\$5.22	\$5.73	\$7.02
	8	\$4.76	\$5.01	\$5.40	\$5.95	\$7.26
	9	\$4.92	\$5.18	\$5.58	\$6.17	\$7.50
	10	\$5.14	\$5.41	\$5.82	\$6.38	\$7.73
	11	\$5.35	\$5.63	\$6.05	\$6.64	\$8.01
	12	\$5.70	\$6.00	\$6.45	\$6.87	\$8.27

X-8/81

Promotional Line Increase

An employee promoted within the promotional line will be moved to the higher step nearest to his/her present rate of pay, plus an additional step. It should be understood that when an employee is promoted, the date of promotion becomes the new anniversary date.

Uniform Change Time

Employees required to wear uniforms may clock out not more than six (6) minutes before the end of their workday in order to change from uniform to street clothes. These employees shall be authorized the pay for the six (6) minute interval between the time they clock out and the end of their regular workday at the time the supervisor approves the time card. If an employee works overtime, the employee will still be allowed the six (6) minutes paid time for changing out of uniform.

Part of the Master Agreement

This Appendix, effective August 31, 1980, is hereby made an integral part of the Master Agreement between the Board of Trustees of the University of Illinois and the Service Employee International Union, Local #119.

IN WITNESS WHEREOF, the Parties hèreto have hereunto affixed their hands on
this the 7th day of January, 19 87.

LOCAL #119, SERVICE EMPLOYEES
INTERNATIONAL UNION

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

L. A. Loran
President

BY: Rio Brady
Comptroller

Vice-President

ATTEST: Earl W. Porter
Secretary

Gerald B. McNeill
Business Representative

APPROVED: Donald Ward
University Director for Personnel
Services

Tatiana Kabe
Director of Personnel Services for
the Chancellor - Urbana Campus

Charlie G. Gehman
Chief Negotiator for Personnel
Services

APPROVED AS TO LEGAL FORM:

W. J. L. 1/22/87
For University Counsel



800113

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001

MARCH 23, 1982

APR 19 1982 -R

PERSONNEL OFFICER
UNIVERSITY OF ILLINOIS
PERSONNEL SERVICES OFFICE
52 EAST GREGORY DRIVE
CHAMPAIGN, IL. 61820

PREVIOUS AGREEMENT EXPIRED
AUGUST 29, 1981

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

UNIV OF ILLINOIS FOOD SERV EES CHAMPAIGN ILL LU 119 WITH SERVICE EMPLOYEES ILLINOIS

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved _____ 290
2. Number and location of establishments covered by agreement _____ across campus
3. Product, service, or type of business _____ Food Service
4. If your agreement has been extended, indicate new expiration date _____ 08-29-82

Charlie Johnson, Chief Negotiator	(217) 333-8341
Your Name and Position	Area Code/Telephone Number
52 East Gregory Drive	Champaign, Illinois 61820
Address	City/State/ZIP Code

Employer, Product, Service or Type of Business	Name of Union or Association	Number of Employees Normally Covered by Agreements